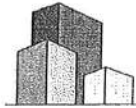


**Property Management Services
City of Kirkland Rental Properties
Job No. 56-15-FAC
September 22, 2015**

Questions and Responses to Questions

- 1) Requested a copy of current lease.
See attachment shown below.
- 2) Requested historical rents?
We are unclear as to what is meant by "historical rent". However, attachment B to the RFP provides the current rents being paid by tenants.
- 3) Current taxes?
Current property taxes and leasehold excise taxes are paid by the City of Kirkland.
- 4) Utilities paid by tenants.
Electricity is paid by the tenant, the City of Kirkland pays for water, sewer, and garbage.
- 5) Are the McAuliffe properties historical
No

Renewal
(owner change)



PROTOCOL

PROPERTY MANAGEMENT

RESIDENTIAL RENTAL AGREEMENT

This agreement, executed this day of , 2015 between, The City of Kirkland (OWNER) and PROTOCOL PROPERTY MANAGEMENT as AGENT for OWNER, hereby lease/rent to (TENANTS), the following property in King County, Washington, commonly known as , Kirkland, WA 98033 on the following terms and conditions:

1. FUNDS REQUIRED (Payable in money order or cashier's check ONLY)

	Received	Date received	Monthly Rent
First month's rent: Due at time of Move In	\$		\$ 1395.00
Pro-rated rent: thru	\$		\$
Last month's prepaid rent:	\$		\$
Security deposit (Holding Fee):	\$ 1845.00	Being transferred	\$
Non-Refundable Fees: HOA Move In	\$		\$
Additional Security Deposit for Pet(s):	\$		\$
Administration fee	\$		\$
Total:	\$ 1845.00	Being transferred	\$ 1395.00

2. TERM (Check one)

☐ a. Lease. This lease shall commence on and end at midnight of . This rental agreement creates a tenancy for a specific period, and the tenancy shall be terminated at the end of the specific period as noted above.

☐ b. If an extension has not been executed by the end of the specified period, a month-to-month tenancy shall result, then either party may terminate the same by giving the other party written notice, delivered twenty (20) days prior to the next rent due date.

☒ c. Month-to-month tenancy. Tenancy shall commence on June 1, 2015 and continue on a month-to-month basis ending the last day of any given month, providing either party has given the other party written notice, delivered twenty (20) days prior to the next rent due date.

3. RENT

a. Amount. The full rental amount due for the term of this lease contract shall be \$1395.00 payable in monthly installments of \$1395.00 per month, due and payable in full, by 5 p.m. on the **first business day** of each month. If the first month of occupancy is a partial month the rent will be prorated and payable the first day of the second month of occupancy.

b. Address. Rent shall be payable to: Protocol Property Management
12320 NE 8th St., Suite 101
Bellevue, WA 98005

c. Late Fee. If rent is received after 5 p.m. on the FIFTH business day of the month, Tenant agrees to pay a late fee of ten per cent (10%) of one month's rent (\$139.50) which shall be due and payable with rental payment.

d. Restrictions of payment. All payments required herein, other than original move-in funds, may be made by personal check except as follows: Where a personal check is returned to Owner's Agent by a bank or other financial institution with the indication that the check cannot be honored, there shall be a \$25.00 fee assessed to Tenant. All subsequent payments will be made by certified check or by money order. Personal checks will not be accepted after the 5th of the month. Cash, multiple checks and/or partial payments will not be accepted without prior approval.

e. Rent Increases. If this Rental Agreement creates or results in a month-to-month tenancy, then Owner/Agent may increase the rental amount upon thirty (30) days written notice to tenant.

f. Other Terms. N/A

4. USE

- a. Use. The Tenant shall use said property as a residence only and for NO OTHER PURPOSE.
- b. Portions of Premises Not Included. The following portions of the premises are not included as part of this Rental Agreement: N/A
- c. Occupancy. The premises are rented for occupancy by **TWO** adult(s) & **NO** children (as listed herein) **ONLY** and occupancy shall not be increased without written permission of Owner/Agent. Tenant hereby further agrees not to sublet any portion of said rented premises, and not to keep any roomers or boarders without the written permission of the Owner/Agent. Any guest staying over two weeks will be considered a resident. Any additional adult taking up residency in the Property shall complete an Application to Rent including making payment of the tenant screening fee and shall execute a Rental Agreement and shall not occupy the Property until the Rental Agreement is accepted and approved in writing by Owner/Agent. There is an administration fee of \$50.00 to be paid to Protocol Property Mgmt for each change in the occupants of this property other than through birth or legal adoption of a child. It is understood that this Agreement is between the Owner/Agent and each signatory, jointly and severally. In the event of default by a signatory, each and every remaining signatory shall be responsible for timely payment of rent in full and all other provisions of this Agreement. In addition to the Tenant(s) named above, the names of the following will be the occupants of this Property:

OCCUPANTS: (list all lessees and additional occupants)

CHILDREN: _____ DOB: _____ DOB: _____

5. UTILITIES

- a. Payment. Utilities shall be paid by Tenant as indicated on the following chart:

	Electricity	Gas	Water	Sewer	Garbage	Oil	Cable	Telephone
Payable by Tenant	YES	NO	NO	NO	NO	N/A	YES	YES

Failure to pay any of these utilities in a timely manner is considered a material breach of this lease agreement.

6. SECURITY DEPOSIT The Tenant deposits the sum of \$1845.00, receipt of which is hereby acknowledged; which shall be deposited by Owner/Agent in a trust account with American West Bank, whose address is 400 - 112th Ave. NE., Ste. 100, Bellevue, WA 98004. The security/damage deposit may be applied to secure the terms of this Rental Agreement, including, but not limited to, unpaid rent and utilities, non-refundable fees, legal services and to repair any physical damage to the premises or property in accordance with page 3, Item 12b of this lease. Refund of deposit is conditioned as follows:

- a. Tenant shall fully perform obligations here under and those pursuant to the Residential Landlord Tenant Act of the State of Washington (RCW 59.18).
- b. Tenant shall remain for the full term of the agreement.
- c. Tenant shall, upon vacating of residence, clean and restore said residence to its original condition except for reasonable wear and tear.
- d. All keys, key fobs, garage door remotes shall be returned to Owner/Agent upon vacating of premises and the property shall not be considered vacated until return of all keys, 4 key fobs, and 0 garage door remotes. The charge for keys not returned will be a minimum of \$10 for each key ("special access keys" - minimum \$50). The charge for key fobs not returned will be a minimum of \$75.00. The charge for garage door remotes not returned is a minimum of \$50.00 each.
- e. Tenant shall cause no liens to be placed upon the property.
- f. Tenant shall have carpets professionally cleaned at tenant's expense after all furnishings and personal items have been removed from the premises. Carpet cleaners must be licensed, insured and pre-approved by Owner/Agent. Unless a receipt for cleaning is provided to Owner/Agent with return of keys, Protocol will have cleaning performed and charged to your security deposit.
- g. Tenant shall have all hardwood, laminate and/or tile floors professionally cleaned at tenant's expense after all furnishings and personal items have been removed from the premises. Floor cleaners must be licensed, insured and pre-approved by Owner/Agent. Unless a receipt for cleaning is provided to Owner/Agent with return of keys, Protocol will have cleaning performed and charged to your security deposit.
- h. Tenants shall have all windows and blinds professionally cleaned at the tenants' expense upon vacating the premises. Tenants shall provide Owner/Agent a receipt for same with return of keys.
- i. It is understood by Tenant that the security deposit shall NOT be applied towards last month's rental payment and the last month's rent shall be due and payable on the first day of that month.

7. NON-REFUNDABLE FEES: Agent acknowledges receipt of \$0.00 to be applied towards Administration Fee. These funds are non-refundable.

8. EARLY TERMINATION / TENANT BREAKING LEASE / LEASE-BREAK FEE: If Tenant terminates this lease for whatever reason, prior to full term of this lease indicated herein, Tenant shall be fully responsible for rent and all other provisions of this lease until a new, qualified Tenant takes possession. This includes the continuing responsibility for payment of all utilities such as electricity, gas, heating oil, water and sewer charges; and may require payment for yard and landscape maintenance services. As Tenant is requiring Owner's Agent to be responsible for placing a new tenant to fulfill the original lease term, Tenant shall be responsible to pay a "Lease-break fee" of \$250 plus 1/12th of one month's rent for each month remaining on your lease when the new tenant begins paying rent. A "statement of account" will be sent to you within 14 days of date we determine you have vacated the property. However, Tenant's deposit shall be held until tenant is no longer responsible for rent and all other tenant obligations.

9. SUBLETTING OR ASSIGNMENT: Tenant shall not assign this Rental Agreement or sublet the premises without the prior written consent of Owner/Agent. Owner/Agent shall not unreasonably withhold consent. All expenses, including a \$250.00 review fee and any Tenant screening fees, will be borne by existing Tenant.

10. ABANDONMENT: Abandonment shall be handled in accordance with the Residential Landlord/Tenant Act of the State of Washington (RCW 59.18 sec. 310).

11. PET LIMITATIONS: Absolutely no pets allowed, including animals, birds, or living creatures of any non-human variety are permitted on the property for any period of time during the term of this lease without Owner/Agent's prior written permission in the form of a fully executed Pet Addendum. This includes "guest pets". No pets are to be added or substituted without Owner/Agent's written permission.

12. NOTICES: If Tenant fails or neglects to make any rental payment when and as the same becomes due and payable, or any other obligation of his tenancy incumbent upon him to be performed, the Owner/Agent may give the following as circumstances may warrant:

- a. Three (3) day notice, after a default in the payment of rent, to pay the rent in full or vacate the property.
- b. Three (3) day notice, to vacate the property for committing a waste upon the property, setting up or carrying on any unlawful business, or permitting or maintaining a nuisance on or about the premises.
- c. Ten (10) day notice, to comply with any of the terms of this agreement or vacate the property.
- d. If Tenant causes the Owner/Agent, to prepare and serve upon the Tenant any of the notices listed above, Tenant hereby agrees to pay the Owner/Agent the greater sum of \$40 for said services or attorney's fees in connection therewith. In the event suit is necessary to evict said Tenant or collect any amounts due under this agreement, Tenant hereby agrees to pay such reasonable attorney's fees as may be fixed by court and is aware that they owe rent for the full term of the lease or until a replacement tenant is secured. Tenant agrees to pay all cost of collection.
- e. Any notice by Tenant to Owner/Agent shall be delivered to the address on page 1, item 3.b. as stated herein.

13. OWNER/AGENT'S DUTY TO REPAIR AND MAINTAIN PREMISES

- a. Warranty of Fitness. Owner/Agent warrants that the premises are clean and fit for human habitation and that Owner/Agent will comply with all state and local laws regarding maintenance and repair of the premises.
- b. Notice of Need for Repairs. Tenant shall immediately notify Owner/Agent of any needed repairs by sending written notice to the agent as designated in item 3.b. herein.

14. TENANT'S DUTY TO MAINTAIN PREMISES

- a. Tenant's Duty: Tenant agrees to keep the premises as clean as the conditions of the premises permit, and to comply with all duties imposed on Tenants by state and local law.
- b. Tenant's Liability for Damage: Tenant shall be liable for any damage to the premises caused by Tenant's acts or neglect other than reasonable wear and tear. Tenant shall also be liable for any damage to the premises caused by a family member, invitee, licensee, or any person acting under Tenant's control. *If repair, replacement, maintenance or cleaning costs exceed those due to normal use and wear, we will charge a maintenance coordination fee of 15% of those costs that exceed normal use and wear (minimum charge of \$25).*
- c. SMOKE DETECTORS: The above described property is equipped with a functioning smoke detector. See addendum.
- d. CERTIFICATION OF HOT WATER HEATER THERMOSTAT SETTING: Tenant this date has visually inspected the thermostat settings on the hot water heater installed in this rental property, and/or the thermometer reading and certifies that the temperature settings have been set at 120 degrees. Tenant further certifies that in the event Tenant changes these settings higher than 120 degrees, Tenant agrees to hold the landlord or his agents harmless regarding any injuries which may occur to me, family or guests. See addendum.

- e. **CARBON MONOXIDE DETECTORS:** The above described property is equipped with a functioning electric powered carbon monoxide detector. See addendum.

15. YARD MAINTENANCE: Yard care will be the responsibility of the parties as indicated on the following chart:

	Mow/Edge Lawn	Water/Lawn/Garden	Pull & Remove Weeds in Beds	Fertilize	Pruning	Fall Cleanup	Spring Cleanup
Landlord	X	X	X	X	X	X	X
Tenant							

In the event that Tenant fails/neglects to perform the above described yard maintenance, the Owner/Agent may declare Tenant to be in default under this Rental Agreement; or at Owner/Agent's sole discretion, cause such necessary yard maintenance/repairs (which could include replacement of grass/sod, plants, sprinkler systems, etc.) to be done, and to charge Tenant the cost of such yard maintenance/repairs. Tenant is responsible for paying for the water necessary to maintain the entire lawn, gardens and established landscape plants. Tenant is to report to Protocol Property Management any failure of any owner provided irrigation/sprinkler system. Hand watering may be necessary for all established lawn/landscape plantings that are not covered by an automated irrigation/sprinkler system.

16. ALTERATIONS, REPAIRS, PAINTING: Tenant must receive written permission from the Owner's agent prior to making alterations, repairs or painting of any kind. In the event tenant is given permission to make alterations, repairs or painting to the property, Tenant will do so at Tenant's own expense and pay the full cost of same and protect the property against any liens. Owner's Agent reserves the right to require Tenant (at Tenant's sole expense) to return the property to its original condition at the termination of tenancy. This may require removal of all alterations and/or returning all painted surfaces to their original "move-in" color. Unless there is signed mutual agreement between the Owner/Owner's Agent and Tenant indicating otherwise, all alterations, repairs, or other modifications to the property shall become a part of the premises and shall become owner's property on termination of tenancy.

17. SHOWING OF PROPERTY: Tenant shall allow Owner or Owner's Agents to show the property to prospective Tenants or purchasers at all reasonable times with one (1) day notice by Owner or Owner's Agents.

18. INSPECTION BY OWNER/AGENT: Owner/Agent may inspect said premises, interior and exterior, for compliance with terms and conditions of this agreement at any and all reasonable times providing Tenant is given two (2) days notice. A minimum of two (2) inspections will be done yearly, usually in the 4th and 8th months of occupancy. Owner/Agent may enter the premises without the tenants' knowledge only if Owner/Agent believes an emergency situation exists. Tenant shall not unreasonably withhold consent to Owner/Agent's entry.

19. RENTERS INSURANCE: Owner/Agent requires that the Tenant obtain Renter's Insurance with liability coverage protecting the Premises from loss or damage caused by Tenant/Guest or Tenant's/Guest's negligence. Owner/Agent must be named as "Additional Insured" and a copy of this coverage with name of insurance company and policy number is required. The minimum liability requirement for this property is \$_____. Failure to provide this evidence of insurance (and continuance) is a violation of your lease Tenant understands that any insurance that Owner maintains is not for the benefit of the Tenant and does not cover any of the Tenant's personal belongings in the event of any loss.

20. DESTRUCTION OF PREMISES: If the premises are substantially destroyed or otherwise rendered uninhabitable by a third party's action or by an act of God, either party may terminate this Rental Agreement immediately; in which case rent shall be prorated as provided in Section 3, and deposits shall be returned as provided in Section 6.

21. DISPUTE ARISING FROM THIS RENTAL AGREEMENT: Owner/Agent and Tenant may agree in writing to submit to mediation any dispute arising from this Rental Agreement or under the provisions of the Washington Residential Landlord/Tenant Act, Chapter 59.18 RCW. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee. In the event of a trial, the amount shall be as fixed by the court.

22. AGENCY: Tenant understands Protocol Property Management (referred to as Owner/Agent in this agreement) is acting as general agent on behalf of the owner in regards to this property and this tenancy. If the relationship between Owner and Agent should be terminated during this tenancy, this agreement shall remain in effect and tenant will be notified of the change in writing.

23. WAIVER: It is agreed that no waiver by Owner or breach by Tenant of any term of this lease/rental agreement shall be construed to be a waiver of any succeeding breach of the same term; also that all terms herein contained shall extend to and be binding of the heirs, executors, administrators, successors and assigns of the respective parties hereto. It is further agreed that the

terms "Owner", "Agent" and "Tenant" and verbs and pronouns in the singular number are uniformly used throughout this lease/rental agreement regardless of gender, number or fact of incorporation of the parties hereto.

24. SOVEREIGNTY: If any provision of this agreement is determined by a governmental authority to be unenforceable, the unenforceability of that provision shall not make any other provision of this agreement unenforceable. The unendurable provision shall be modified only to the extent necessary to make it enforceable if possible.

25. HAZARDOUS SUBSTANCES: The term "hazardous substances", as used in this agreement, shall mean pollutants, contaminants, toxic or hazardous waste, medical or infectious waste, reactive substances, that could explode, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "environmental law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (a.) no activity will be conducted on the premises that will produce any hazardous substance; (b.) the premises will not be used in any manner for the storage of hazardous substance; (c.) Tenant will not permit any hazardous substances to be brought onto the premises, and if so brought or found located thereon, the same shall be immediately removed, with proper, legal disposal, and all required cleanup procedures shall be diligently undertaken by Tenant pursuant to all environmental laws. If at any time during or after the term of this agreement, the premises are found to be so contaminated or subject to said conditions, Tenant agrees to indemnify and hold Owner/Agent harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this agreement.

26. DRUG FREE PROPERTY: ILLEGAL DRUGS ARE NOT PERMITTED ON THIS PROPERTY. High traffic of visitors is prohibited. The Owner/Agent and or Tenant will report suspicious activity to the proper authorities. Tenants or guests in breach of this agreement will be evicted immediately and suit may be brought against Tenant for damages.

27. RESIDENT'S OBLIGATIONS: Resident agrees as follows:

General

- a. To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible.
- b. To execute all revised rental agreements upon request.
- c. Provide the Owner with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- d. To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to, a failure to observe burn bans, or Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
- e. Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule.

Conduct

- f. This is a NO SMOKING property. Evidence of smoking in the unit or around the building by tenant or guests/invitees may result in service of a 10-day notice to comply and/or additional charges for painting, carpet replacement, etc.
- g. Residents are responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- h. Resident shall reimburse Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time.
- i. Not to permit any person to occupy the Premises other than those persons identified in paragraph 4c. Guests of Resident staying a maximum of 14 days are permitted within any given 52 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, may result in imposition of a per day charge of \$10.00
- j. Keys for unit should not be copied nor given to anyone other than those listed as lease or occupant without the owner/landlord's prior written consent.
- k. To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or wellbeing of any resident, family member,

guest or invitee resident at the Premises or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.

- l. Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Owner to show the premises to prospective Residents.
- m. Resident shall not keep or maintain a nuisance on the Property.
- n. Resident shall not make or allow any disturbing noises which will interfere with the rights, comforts or convenience of others. TV, stereo, radio and musical instrument volumes are to be played at a volume which will not disturb others.
- o. To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc...; Notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- p. Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets must be professionally cleaned at Resident's expense upon vacancy. Resident shall obtain area rugs or other coverings to protect hardwood floors.

Maintenance, Repairs and Alterations

- q. Resident understands and agrees that any damage caused by or related to cooking or cooking odors, cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding.
- r. Residents shall be responsible for any damage resulting from windows or doors left open.
- s. To take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc.... Resident agrees to promptly notify Owner of the presence of mold or mildew.
- t. Resident agrees to protect the property against freezing of water pipes and waste pipes and stoppage of same in and about the premises. To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- u. Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances ("equipment"), or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so. Resident and guests shall properly use and operate all such equipment. To replace in a neat and workmanlike manner all glass and doors broken or damaged during this tenancy. Resident agrees to notify Owner of any such damage that occurs and to repair at Resident's expense any damage to the premises or equipment caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs.
- v. Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, nor to install any wires, cables or aerials for radio or television purposes on the roof or other parts of the Premises without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- w. Prior to the installation of a satellite dish, the tenant must first give notice to the landlord informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the landlord. All satellite equipment and cabling must be contained within space under the tenant's direct control per the lease agreement, not within or accessible from common areas.
- x. Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- y. To inspect and maintain in compliance with the information tag thereon all Owner supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the premises.

Cleanliness & Trash

- z. To provide and maintain receptacles for garbage and trash, and to contract for collection of the same. The premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at

reasonable and regular intervals and to follow all recycling procedures. Resident is responsible for all costs of extermination and fumigation for infestation caused by Resident. Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum by-products, old batteries, or paint on the premises or Property.

- aa. To maintain the plantings and lawn and to keep the grass, lawn, flowers, planting beds, trees and shrubs in good condition and repair by watering, fertilizing and otherwise maintaining those elements in good health and in an appearance consistent with the character of the surrounding neighborhood. Owner reserves the rights to have professional gardeners maintain the yard at Resident's expense should Resident fail to comply with the preceding sentence. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice.

Other

- bb. To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;

28. E-MAIL TRANSMISSION. E-mail transmission of any documents, agreements, invoices, late fees, notices, etc., shall be the same as delivery of an original, provided that the document is sent to one or more of the Tenant e-mail address(es) below. Tenant is responsible for informing Owner/Agent of any change of email addresses.

Tenant e-mail: jamie-dn@hotmail.com

Tenant e-mail: kendra_nelson@live.com

29. ACCEPTANCE OF PROPERTY IN "AS IS" CONDITION: The Tenant agrees to accept the property in "as is" condition. Unless otherwise noted in an addendum to this agreement, this includes, but is not limited to, cosmetic defects to interior & exterior walls, ceilings, carpet, floors, cabinets, appliances, fixtures, doors, and trim. Any material defects that encumber the habitability of the property after tenancy has commenced will be remedied in accordance with Landlord-Tenant laws and regulations.

30. ADDENDA: The following addenda are a part of this lease:

☒ Smoke Detector / Carbon Monoxide Detector / Water Heater Addendum

X Pet Addendum

☒ Move-in Inspection Report

X Lead Warning Disclosure

☒ Mold Information & Prevention Addendum

☒ Tenant Information and Instruction Sheet

☐ Other

31. SIGNATURE: The undersigned parties acknowledge receipt of a copy of this lease agreement and understand their full responsibilities and obligations under the terms and conditions of this lease.

DATE: April 20, 2015

Agent for Protocol Property Management

[Signature]
TENANT

Broker's initials: _____

[Signature]
TENANT